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16 Attorneys for Defendant NOIA RESIDENTIAL SERVICES, INC.

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **FOR THE COUNTY OF FRESNO**

19 MARY JEAN SMITH, an individual, on behalf  
of herself and others similarly situated,

20 Plaintiff,

21 vs.

22 NOIA RESIDENTIAL SERVICES, INC., a  
23 California corporation; and DOES 1 through 50,  
inclusive,

24 Defendants.

Case No.: 20CECG01820

CLASS ACTION

Assigned for All Purposes To:  
Hon. Kimberly Gaab  
Dept.: 503

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT**

Complaint Filed: June 24, 2020  
First Amended Complaint: September 11, 2020

1 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement  
2 Agreement”) is made and entered into by and between Plaintiff MARY JEAN SMITH (“Plaintiff”  
3 or “Class Representative”), on behalf of herself and all others similarly situated, and Defendant  
4 NOIA RESIDENTIAL SERVICES, INC. (“Defendant”) (collectively with Plaintiff, the  
5 “Parties”).

## 6 DEFINITIONS

7 The following definitions are applicable to this Settlement Agreement.

8 Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 9 1. “Action” means *Mary Jean Smith, et al. v. NOIA Residential Services, Inc., et*  
10 *al.*, Fresno County Superior Court, Case No. 20CECG01820.
- 11 2. “Aggrieved Employees” means all current and former non-exempt employees  
12 who worked for Defendant in California at a time during the PAGA limitations which is at any  
13 time between June 4, 2019 and October 8, 2021.
- 14 3. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the  
15 Court for Class Counsel’s litigation and resolution of this Action.
- 16 4. “Class Counsel” means David Yeremian & Associates, Inc. and Davtyan Law  
17 Firm.
- 18 5. “Class List” means a complete list of all Class Members that Defendant will  
19 diligently and in good faith compile from its records and provide to the Settlement  
20 Administrator within ten (10) days after Preliminary Approval of this Settlement. The Class  
21 List will be formatted in Microsoft Office Excel and will include the following information  
22 from Defendant’ records: each Class Member’s full name; last-known mailing address; Social  
23 Security number; and dates of employment as a non-exempt employee in California during the  
24 Class Period.
- 25 6. “Class Member(s)” or “Settlement Class” means all current and former non-  
26 exempt employees who worked for Defendant in California at any time between June 24, 2016  
27 and October 8, 2021. “Class Members” shall not include any person who submits a timely and  
28 valid request for exclusion.

1           7.       “Class Period” means the period from June 24, 2016 to October 8, 2021.

2           8.       “Class Representative Enhancement Payment” means the amount approved by  
3 the Court to be paid to Plaintiff in recognition of her contributions to the Action on behalf of  
4 Class Members and Aggrieved Employees.

5           9.       “Court” means the Superior Court of California, County of Fresno.

6           10.      “Defendant” means NOIA RESIDENTIAL SERVICES, INC.

7           11.      “Effective Date” means: (a) the date of entry of the Court’s order granting final  
8 approval of the Settlement Agreement and Judgment, if no objections have been filed or if an  
9 objection was filed and later withdrawn; or (b) if an objection to the Settlement Agreement is  
10 filed, then the date when the time expires to file an appeal of the Court’s grant of Final  
11 Approval of the Settlement Agreement; or (c) if an objection is filed, as well as a timely Notice  
12 of Appeal of the Court’s grant of Final Approval of the Settlement Agreement, then the date the  
13 appeal is finally resolved, with the final approval unaffected.

14          12.      “Individual Settlement Payment” means each Class Member’s share of the Net  
15 Settlement Amount.

16          13.      “Gross Settlement Amount” is the amount of Seven Hundred Fifty Thousand  
17 Dollars and Zero Cents (\$750,000.00), which is the maximum amount to be paid by Defendant  
18 pursuant to this Settlement Agreement. The Gross Settlement Amount includes all Individual  
19 Settlement Payments to Class Members, the Class Representative Enhancement Payment to  
20 Plaintiff, Attorneys’ Fees and Costs to Class Counsel, the Settlement Administration Costs to  
21 the Settlement Administrator and the PAGA Payment as specified in this Agreement. Defendant  
22 shall pay the employer’s share of payroll taxes due on the portion of Settlement Payments  
23 allocated to wages separately and in addition to the Gross Settlement Amount. The Parties  
24 agree that Defendant will have no obligation to pay any amount in connection with this  
25 Settlement Agreement apart from the Gross Settlement Amount and the employer’s share of  
26 payroll taxes due on the portion of Settlement Payments allocated to wages, and that none of  
27 the Gross Settlement Amount will revert to Defendant.

28          14.      “Net Settlement Amount” means the Gross Settlement Amount, less the

1 Attorneys' Fees and Costs, Class Representative Enhancement Payments, Settlement  
2 Administration Costs, and seventy-five percent (75%) of the PAGA Payment as specified in  
3 this Agreement.

4 15. "Objection" means any written objection to this Settlement sent by a Class  
5 Member to the Settlement Administrator as specified herein and in the Notice of Settlement.  
6 An Objection to Settlement must be sent to the Settlement Administrator within the time  
7 limitations set forth in this Stipulation.

8 16. "Notice of Class Action Settlement" means the notice of settlement, attached as  
9 **Exhibit A**, to be mailed to all members of the Settlement Class upon Preliminary Approval.

10 17. "Notice Packet" means the Notice of Class Action Settlement attached as  
11 **Exhibit A**, the Objection Form attached as **Exhibit B**, the Request for Exclusion Form attached  
12 as **Exhibit C**, and the Dispute Form attached as **Exhibit D** to be mailed to all members of the  
13 Settlement Class upon Preliminary Approval.

14 18. "PAGA" means the California Labor Code Private Attorneys General Act of  
15 2004.

16 19. "PAGA Payment" means the payment made hereunder to the California Labor  
17 and Workforce Development Agency and the Settlement Class Members for settlement of  
18 claims for civil penalties under PAGA.

19 20. "PAGA Period" means the period from June 4, 2019 to October 8, 2021.

20 21. "Parties" means Plaintiff and Defendant collectively.

21 22. "Plaintiff" means MARY JEAN SMITH.

22 23. "Preliminary Approval" means the Court order granting preliminary approval of  
23 the Settlement Agreement.

24 24. "Released Claims" means all causes of action and factual or legal theories that  
25 were alleged in the operative complaints or that could have been alleged against Defendant  
26 based on the facts contained in the operative complaints, including, but not limited to,  
27 violations of California Labor Code sections 201, 202, 203, 204, 218.6, 221, 226, 226(a),  
28 226.7, 510, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 2698, and 2699 *et seq.*, California Code

1 of Regulations, Title 8, section 11000 *et seq.*, and California Business & Professions Code §§  
2 17200 to 17208, and the applicable IWC Wage Orders from the following claims for relief: (a)  
3 failure to pay minimum, regular, or hourly wages, (b) failure to pay overtime wages or accurate  
4 overtime wages, (c) failure to provide meal breaks and failure to pay premium pay for missed  
5 meal breaks, (d) failure to provide rest breaks and failure to pay premium pay for missed rest  
6 breaks, (e) failure to reimburse all necessary incurred business related expenses, (f) failure to  
7 provide complete, accurate or properly formatted wage statements, (g) failure to timely pay  
8 wages during employment or upon separation, (h) unfair business practices that could have  
9 been premised on the claims, causes of action or legal theories of relief described above or any  
10 of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (i)  
11 all claims under the California Labor Code Private Attorneys General Act of 2004 that could  
12 have been premised on the claims, causes of action or legal theories described above or any of  
13 the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) any  
14 other claims or penalties under the California Labor Code or other wage and hour laws pleaded  
15 in the Action; and (k) all damages, penalties, interest and other amounts recoverable under said  
16 claims, causes of action or legal theories of relief. The period of the Release shall extend to the  
17 limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of  
18 the Release. Defendant shall be entitled to a release of Released Claims which occurred during  
19 the Class Period only during such time that the Settlement Class Member was classified as non-  
20 exempt, and expressly excluding all other claims for vested benefits, wrongful termination,  
21 unemployment insurance, disability, social security, workers' compensation, claims while  
22 classified as exempt, and claims outside of the Class Period.

23           25.       “Released Parties” means Defendant, and their past, present and/or future,  
24 direct and/or indirect officers, directors, shareholder, employees, agents, principals, heirs,  
25 representatives, accountants, auditors, attorneys, consultants, insurers, and their respective  
26 successors; and predecessors in interest, assigns, subsidiaries, affiliates, and parents, if any.

27           26.       “Request for Exclusion” means a timely written request by a Class Member to  
28 be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,

1 address, telephone number of the Class Member requesting exclusion; (ii) be signed by the  
2 Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class  
3 Member does not wish to be included in the Settlement; and (v) be postmarked on or before the  
4 Response Deadline.

5 27. “Response Deadline” means the deadline by which Class Members must  
6 postmark to the Settlement Administrator Requests for Exclusion or Objections to the  
7 Settlement. The Response Deadline will be forty-five (45) calendar days from the initial  
8 mailing of the Notice of Class Action Settlement by the Settlement Administrator, unless the  
9 45<sup>th</sup> day falls on a Sunday or Federal holiday, in which case the Response Deadline will be  
10 extended to the next day on which the U.S. Postal Service is open.

11 28. “Settlement Administrator” means CPT Group, Inc. or any other third-party  
12 class action settlement administrator approved by the Parties and the Court for the purposes of  
13 administering this Settlement. The Parties each represent that they do not have a financial  
14 interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
15 Administrator that could create a conflict of interest.

16 29. “Settlement Administration Costs” includes all costs payable to the Settlement  
17 Administrator for administering this Settlement, including, but not limited to, printing,  
18 distributing, and tracking notice and other documents for this Settlement, tax reporting,  
19 distributing all payments to be made pursuant to this Settlement, and providing necessary  
20 reports and declarations, as requested by the Parties. After conference and consultation with the  
21 Settlement Administrator, no more than Six Thousand Dollars and Zero Cents (\$6,000.00) will  
22 be allocated to Settlement Administration.

23 30. “Workweeks” means the number of calendar weeks that the Class Member  
24 worked as a non-exempt employee in California during the Class Period.

25 31. “Workweek Value” means the value of each compensable Workweek, as  
26 determined by the formula set forth in herein.

27 **TERMS OF AGREEMENT**

28 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as

1 follows:

2           32.     Funding of the Gross Settlement Amount. Within 30 business days after the  
3 Effective Date, Defendant will deposit half of the Gross Settlement Amount into a Qualified  
4 Settlement Fund, with the Settlement Administrator. Within 6 months of Defendant depositing  
5 half of the Gross Settlement Amount into the Qualified Settlement Fund, Defendant will  
6 deposit the remaining half. The Gross Settlement Amount will be used to pay: (i) Individual  
7 Settlement Amounts; (ii) the Class Representative Enhancement Payment to Plaintiff; (iii)  
8 Attorneys' Fees and Costs; (iv) the PAGA Payment; and the (v) Settlement Administration  
9 Costs.

10           33.     Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees  
11 and Costs of not more than Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)  
12 in attorney's fees and not more than Seventeen Thousand Dollars and Zero Cents (\$17,000.00)  
13 in costs, and Defendant agree not to oppose such application. All Attorneys' Fees and Costs will  
14 be paid from the Gross Settlement Amount. Plaintiff and Class Counsel will not have the right  
15 to revoke this Settlement in the event the Court fails to approve the amount of Attorneys' Fees  
16 and Costs sought by Class Counsel. Any portion of the Attorneys' Fees and Costs not awarded  
17 to Class Counsel will be added to the Net Settlement Amount.

18           34.     Class Representative Enhancement Payment. Plaintiff will apply to the Court for  
19 a Class Representative Enhancement Payment of not more than Seven Thousand Five Hundred  
20 Dollars and Zero Cents (\$7,500.00) for her effort and work in prosecuting the Action on behalf  
21 of Class Members and Aggrieved Employees and Defendant agree not to oppose such  
22 application. The Class Representative Enhancement Payment, which will be paid from the Gross  
23 Settlement Amount, will be in addition to Plaintiff's right to an Individual Settlement Payment  
24 pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all  
25 applicable taxes on the payments made pursuant to this paragraph and will hold Defendant  
26 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the  
27 payments. Plaintiff will not have the right to revoke this Settlement in the event the Court fails to  
28 approve the amount sought by Plaintiff as a Class Representative Enhancement Payment. Any

1 portion of the Class Representative Enhancement Payment not awarded to the Class  
2 Representative will be added to the Net Settlement Amount.

3           35.     Settlement Administration Costs. The Settlement Administrator will be paid for  
4 the reasonable costs of administration of the Settlement and distribution of payments. These  
5 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the  
6 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,  
7 preparing and distributing Notices of Class Action Settlement, calculating and distributing all  
8 payments to be made pursuant to the Settlement, and providing necessary reports and  
9 declarations. Class Counsel obtained a “not to exceed” quote from the Settlement Administrator  
10 to complete the administration for Six Thousand Dollars and Zero Cents (\$6,000.00). The  
11 Settlement Administrator’s “not to exceed” quote will represent the Settlement Administrator’s  
12 agreement that, based on the class size and distributions under the terms of this Settlement, the  
13 costs for administration of the terms of this Settlement will not exceed the specified amount.  
14 All of the Settlement Administration Costs shall be paid from the Gross Settlement Amount  
15 upon completion of all duties required to be performed by the Settlement Administrator under  
16 the terms of this Settlement, or as otherwise required by the Court, subject to the “not to  
17 exceed” quote from the Settlement Administrator. The Settlement Administrator will set up the  
18 Qualified Settlement Fund.

19           36.     PAGA Payment. Twenty-five Thousand Dollars and Zero Cents (\$25,000.00)  
20 shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties  
21 under PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of such  
22 \$25,000.00 PAGA Payment, or \$18,750.00, to the LWDA. Twenty-five (25%) of the  
23 \$25,000.00 PAGA Payment, or \$6,250.00, will be included in the Net Settlement Amount and  
24 distributed to Settlement Class Members as described in this Agreement. Each Settlement Class  
25 Member’s pro rata share of that \$6,250.00 will be part of his or her Individual Settlement  
26 Payment.

27           37.     Individual Settlement Payment Calculations. Individual Settlement Payments  
28 will be calculated and apportioned from the Net Settlement Amount based on the number of

1 Workweeks a Class Member worked during the Class Period as a non-exempt employee in  
2 California. Specific calculations of Individual Settlement Payments will be made as follows:

3 34(a). The Settlement Administrator will calculate the total number of  
4 Workweeks worked by each Class Member as a non-exempt employee in California during the  
5 Class Period and the aggregate total number of Workweeks worked by all Class Members as  
6 non-exempt employees in California during the Class Period.

7 34(b). To determine each Class Member’s estimated “Individual Settlement  
8 Payment,” the Settlement Administrator will use the following formula: The Net Settlement  
9 Amount will be divided by the aggregate total number of Workweeks, resulting in the  
10 Workweek Value. Each Class Member’s “Individual Settlement Payment” will be calculated by  
11 multiplying each individual Class Member’s total number of Workweeks by the Workweek  
12 Value.

13 34(c). The entire Net Settlement Amount will be disbursed as Individual  
14 Settlement Payments to Class Members. If there are any valid and timely Requests for  
15 Exclusion from members of the Settlement Class, the Settlement Administrator shall  
16 proportionately increase the Individual Settlement Payment for each Class Member according  
17 to the number of Workweeks worked, so that the amount actually distributed to the Settlement  
18 Class equals 100% of the Net Settlement Amount.

19 38. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
20 Class Members under this Settlement, as well as any other payments made pursuant to this  
21 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to  
22 which any Class Members may be eligible, including, but not limited to: (i) profit-sharing  
23 plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick  
24 leave plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the Parties’ intention  
25 that this Settlement Agreement will not affect any rights, contributions, or amounts to which  
26 any Class Members may be entitled under any benefit plans.

27 39. Settlement Administration Process. The Parties agree to cooperate in the  
28 administration of the settlement and to make all reasonable efforts to control and minimize the

1 costs and expenses incurred in administration of the Settlement.

2 40. Delivery of the Class List. Within ten (10) calendar days of entry of the Court's  
3 Order Granting Preliminary Approval, Defendant will provide the Class List to the Settlement  
4 Administrator.

5 41. Notice by First-Class U.S. Mail. Within ten (10) days after receiving the Class  
6 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class  
7 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses  
8 identified in the Class List.

9 42. Confirmation of Contact Information in the Class List and Undeliverable  
10 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the  
11 National Change of Address Database for information to update and correct for any known or  
12 identifiable address changes. Any Notice Packets returned to the Settlement Administrator as  
13 non-deliverable on or before the Response Deadline will be sent promptly via regular First-  
14 Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will  
15 indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided,  
16 the Settlement Administrator will promptly attempt to determine the correct address using an  
17 Accurint search/skip-trace and will then perform a single re-mailing.

18 43. Notices of Class Action Settlement. All Class Members will be mailed a Notice  
19 of Class Action Settlement in the form attached as Exhibit A or as provided by Court order, an  
20 Objection Form in the form attached as Exhibit B or as provided by Court order, a Request For  
21 Exclusion Form in the form attached as Exhibit C or as provided by Court order, and a Dispute  
22 Form in the form attached as Exhibit D or as provided by Court order.

23 44. Disputed Information on Notices of Class Action Settlement. Class Members  
24 will have an opportunity to dispute the information provided in their Notices of Class Action  
25 Settlement. Any Class Member wishing to dispute the information provided in their Class Notice  
26 shall mail the Dispute Form to the Settlement Administrator by the Response Deadline. To the  
27 extent Class Members dispute their employment dates or the number of Workweeks, Class  
28 Members may produce evidence to the Settlement Administrator showing that such information is

1 inaccurate. The Settlement Administrator will advise the Parties of such dispute and allow  
2 Defendants five (5) business days to respond with any additional information or records.  
3 Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the  
4 evidence submitted by the Class Member and will make a decision as to the merits of the dispute. If  
5 the parties cannot reach an amicable resolution, the class member may be allowed to bring the  
6 dispute for judicial resolution. Class Counsel shall file with the Court all disputes submitted by  
7 Class Members, the evidence submitted, and the resolution of those disputes. The Court shall have  
8 the right to review any decision made by the Settlement Administrator regarding a claim dispute

9       45.     Requests for Exclusion. Any Class Member wishing to opt-out from the  
10 Settlement Agreement must sign and return the Request for Exclusion Form, postmarked within  
11 the Response Deadline to the Settlement Administrator. The postmark date will be the exclusive  
12 means to determine whether a Request for Exclusion has been timely submitted. The Parties  
13 and their counsel will not solicit or encourage any Class Member, directly or indirectly, to opt  
14 out of the Settlement Agreement. More specifically, a Class Member may request to be  
15 excluded from the effect of this Agreement, and any payment of amounts under this Agreement  
16 by timely mailing a Request for Exclusion Form to the Settlement Administrator stating that the  
17 Class Member wants to be excluded from this Action. The Class Member must include their  
18 name, address, and signature on the Request for Exclusion Form. To be valid and timely, the  
19 request to be excluded must be postmarked by the Response Deadline date that will be  
20 specified in the Class Notice (no less than forty five (45) days from the initial mailing of the  
21 Class Notice by the Settlement Administrator). A Class Member who properly submits a valid  
22 and timely request to be excluded from the Action will not receive any payment of any kind in  
23 connection with this Agreement or this Action, will not be bound by or receive any benefit of  
24 this Agreement, and will have no standing to object to the Settlement. Class Members who do  
25 not timely request exclusion will be bound by the releases herein and receive an individual  
26 settlement payment ("Participating Class Members"), and their request for exclusion will be  
27 defective. A request for exclusion must be mailed to the Settlement Administrator at its address  
28 to be provided in the Class Notice, and the Settlement Administrator will promptly transmit the

1 requests for exclusion to counsel for the parties. Class Counsel shall file with the Court all  
2 requests for exclusion submitted by Class Members.

3           46.     Defective Submissions. If a Class Member's Request for Exclusion is defective  
4 as to the requirements listed herein, that Class Member will be given an opportunity to cure the  
5 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three  
6 (3) business days of receiving the defective submission to advise the Class Member that his or  
7 her submission is defective and that the defect must be cured to render the Request for  
8 Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii)  
9 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a  
10 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within  
11 that period, it will be deemed untimely.

12           47.     Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class  
13 Member who does not affirmatively opt out of the Settlement Agreement by submitting a  
14 timely and valid Request for Exclusion will be bound by all of its terms, including those  
15 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if  
16 it grants final approval of the Settlement.

17           48.     Objection Procedures. Any Class Members wishing to object to the Settlement  
18 must sign and return the Objection Form, postmarked within the Response Deadline to the  
19 Settlement Administrator or by appearing at the hearing for Final Approval. The postmark date  
20 will be the exclusive means to determine whether an Objection has been timely submitted. The  
21 Class Member must include their name, address, and signature on the Objection Form. The  
22 Class Member must also list the reasons for objecting to the Settlement. The Settlement  
23 Administrator will promptly provide any objections to the parties' counsel upon receiving  
24 them. Class Counsel shall file with the Court all objections submitted by Class Members.  
25 Settlement Class Members may also have a right to have their objections heard at the Final  
26 Approval/Settlement Fairness Hearing. Class Counsel will not represent any Class Members  
27 with respect to any such Objections to this Settlement, and any Class Members who request  
28 exclusion from the Settlement will not have standing to object to it.

1           49.     Settlement Administrator Reports. The Settlement Administrator will provide  
2 Defendant’ counsel and Class Counsel a weekly report of the number of Class Members who  
3 have submitted valid Requests for Exclusion, Objections, and disputes regarding Workweeks  
4 calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties  
5 any updated reports regarding the administration of the Settlement Agreement as needed or  
6 requested.

7           50.     Distribution and Timing of Payments. Within 25 days of the Effective Date, and  
8 after Defendant has fully funded the Qualified Settlement Fund with the Gross Settlement  
9 Amount, the Settlement Administrator will issue payments to: (i) all Class Members who have  
10 not submitted a valid and timely Request for Exclusion, including any Class Member whose  
11 notice was returned as undeliverable; (ii) Plaintiff; (iii) Class Counsel; and (iv) the LWDA. The  
12 Settlement Administrator will also issue a payment to itself for Court-approved services  
13 performed in connection with the Settlement. The Settlement Administrator will pay Individual  
14 Settlement Payments from the Net Settlement Amount to all Participating Class Members. The  
15 Settlement Administrator will do so by sending a check in the appropriate amount to the Class  
16 Member at the address indicated in the list of Class Member names and addresses provided by  
17 Defendant, or as subsequently determined by the Settlement Administrator to be correct.

18           51.     Un-cashed Settlement Checks. Class Members will receive checks for their  
19 Individual Settlement Payments. Checks will remain negotiable for 180 days (“Check-Cashing  
20 Deadline”). Any check not cashed within 180 calendar days will be void. The money from the  
21 uncashed checks shall be distributed by the Settlement Administrator, in accordance with  
22 California Code of Civil Procedure section 384. Any amounts from the settlement checks that  
23 remain uncashed and otherwise unclaimed shall be tendered to the California Rural Legal Aid  
24 (“CRLA”).

25           52.     Certification of Completion. Upon completion of administration of the  
26 Settlement, the Settlement Administrator will provide a written declaration under oath to certify  
27 such completion to the Court and counsel for all Parties.

28           53.     Allocation of Individual Settlement Payments. All Individual Settlement

1 Payments will be allocated as follows: (a) twenty percent (20%) as wages and (b) eighty  
2 percent (80%) as penalties and interest. The Settlement Administrator will be responsible for  
3 issuing to claimants a form W-2 for amounts deemed “wages” and an IRS Form 1099 for the  
4 portions allocated to penalties.

5 54. Administration of Taxes by the Settlement Administrator. The Settlement  
6 Administrator will be responsible for issuing to Plaintiff, Class Members, and Class Counsel  
7 tax forms as may be required by law for all amounts paid pursuant to this Settlement. The  
8 Settlement Administrator will also be responsible for forwarding all taxes and penalties to the  
9 appropriate government authorities as may be required by law.

10 55. Tax Liability. Defendant make no representation as to the tax treatment or legal  
11 effect of the payments called for hereunder, and Plaintiff and Class Members are not relying on  
12 any statement, representation, or calculation by Defendant or by the Settlement Administrator  
13 in this regard. Plaintiff and Class Members understand and agree that they will be solely  
14 responsible for the payment of any taxes and penalties assessed on the payments described  
15 herein and will defend, indemnify, and hold Defendant free and harmless from and against any  
16 claims resulting from treatment of such payments as non-taxable damages.

17 56. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR  
18 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY  
19 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER  
20 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN  
22 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR  
23 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN  
25 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31  
26 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
27 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX  
28 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS

1 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
3 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
4 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
5 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
7 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
8 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF  
9 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
10 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
11 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
12 AGREEMENT.

13           57.     No Prior Assignments. The Parties and their counsel represent, covenant, and  
14 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported  
15 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,  
16 demand, action, cause of action or right herein released and discharged.

17           58.     Nullification of Settlement Agreement. In the event that: (i) the Court does not  
18 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final  
19 for any other reason, then this Settlement Agreement, and any documents generated to bring it  
20 into effect, will be null and void. Any order or judgment entered by the Court in furtherance of  
21 this Settlement Agreement will likewise be treated as void from the beginning, it will be of no  
22 force or effect whatsoever, it will not be referred to or used for any purpose whatsoever, and the  
23 negotiation, terms and entry of it shall remain subject to the provisions of California Evidence  
24 Code §§ 1119 and 1152.

25           Defendant deny all of the claims and allegations asserted in the Action (as defined  
26 herein). Defendant have agreed to resolve this Action via this Stipulation, but to the extent this  
27 Stipulation is deemed void or does not take effect, Defendant do not waive, but rather expressly  
28 reserves, all rights to challenge all such claims and allegations in the Action upon all procedural

1 and factual grounds, including without limitation the ability to challenge suitability for class  
2 treatment or representative adjudication on any grounds or to assert any and all defenses or  
3 privileges. The Class Representative and their counsel agree that Defendant retain and reserve  
4 these rights. In particular, the Class Representative and their counsel waive and agree not to  
5 argue or to present any argument that Defendant would be estopped from contesting class  
6 certification because it has entered into this Stipulation.

7         59.     Tolerance of Opt-Outs. Defendant retain the right, in the exercise of their sole  
8 discretion, to nullify the settlement within thirty (30) days after expiration of the opt out period, if  
9 more than one hundred and six (106) Class Members opt out of this settlement.

10         60.     Escalator. This settlement is based on Defendant' representation that there are  
11 approximately 157 Class Members and approximately 20,562 workweeks as of August 9, 2021. At  
12 the time of preliminary approval, if the number of workweeks increases by more than 10% upon  
13 confirmation of the workweeks, then there will be a pro rata adjustment to the Gross Settlement  
14 Amount which shall automatically increase in proportion to the increased percentage of workweeks.

15         61.     Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court  
16 to request the Preliminary Approval of the Settlement Agreement, and the entry of a  
17 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for  
18 settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii)  
19 setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval  
20 Order will provide for the Notice of Class Action Settlement to be sent to all Class Members as  
21 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit  
22 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the  
23 proposed Notice of Class Action Settlement.

24         62.     Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of  
25 the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement,  
26 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be  
27 conducted to determine the Final Approval of the Settlement Agreement along with the  
28 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Representative

1 Enhancement Payment; (iii) Attorneys' Fees and Costs; and (iv) all Settlement Administration  
2 Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30)  
3 days after the Response Deadline. Class Counsel will be responsible for drafting all documents  
4 necessary to obtain final approval. Class Counsel will also be responsible for drafting the  
5 attorneys' fees and costs application to be heard at the final approval hearing.

6         63.         Judgment and Continued Jurisdiction. Upon final approval of the Settlement by  
7 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
8 Judgment to the Court for its approval. After entry of the Judgment, the Court will have  
9 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement  
10 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-  
11 Judgment matters as may be appropriate under court rules or as set forth in this Settlement  
12 Agreement.

13         64.         General Release by Plaintiff. In consideration for the consideration set forth in  
14 this Agreement, Plaintiff, for herself, their heirs, successors and assigns, does waive, release,  
15 acquit and forever discharge the Released Parties, from any and all claims, actions, charges,  
16 complaints, grievances and causes of action, of whatever nature, whether known or unknown,  
17 which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including but not  
18 limited to any and all tort claims, contract claims, wage claims, wrongful termination claims,  
19 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims,  
20 personal injury claims, emotional distress claims, invasion of privacy claims, defamation  
21 claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal,  
22 state or other governmental statute, law, regulation or ordinance, including any claims arising  
23 under the California Fair Employment and Housing Act (FEHA), the California Labor Code,  
24 the Wage Orders of California's Industrial Welfare Commission, other state wage and hour  
25 laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act  
26 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of  
27 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the  
28 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &

1 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state  
2 or other governmental statute, law, regulation or ordinance. Plaintiff hereby expressly waive  
3 and relinquish any and all claims, rights, or benefits that they may have under California Civil  
4 Code § 1542, which provides as follows:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
6 **THAT THE CREDITOR OR RELEASING PARTY DOES**  
7 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
8 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**  
9 **AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**  
10 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
11 **WITH THE DEBTOR OR RELEASED PARTY.**

12 Plaintiff may hereafter discover claims or facts in addition to, or different from, those  
13 which they now know or believe to exist, but they expressly agree to fully, finally and forever  
14 settle and release any and all claims against the Released Parties, known or unknown, suspected  
15 or unsuspected, which exist or may exist against Released Parties at the time of execution of  
16 this Agreement, including, but not limited to, any and all claims relating to or arising from  
17 Plaintiff's employment with Defendant. The Parties further acknowledge, understand and  
18 agree that this representation and commitment is essential to the Agreement and that this  
19 Agreement would not have been entered into were it not for this representation and  
20 commitment.

21 65. Release by All Settlement Class Members. Plaintiff and all Class Members who  
22 do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or  
23 her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and  
24 finally release and discharge the Released Parties from any and all of the Released Claims for  
25 the entirety of the Class Period. This waiver and release will be final and binding on the  
26 Effective Date and will have every preclusive effect permitted by law. Plaintiff and the  
27 Settlement Class Members may hereafter discover facts or legal arguments in addition to or  
28 different from those they now know or currently believe to be true with respect to the Released

1 Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the  
2 scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the  
3 Settlement Class Members shall be deemed to have, and by operation of the final judgment  
4 approved by the Court, shall have, fully, finally, and forever settled and released all of the  
5 Released Claims. The parties understand and specifically agree that the scope of the release  
6 described in this Paragraph: is a material part of the consideration for this Agreement; was  
7 critical in justifying the agreed upon economic value of this settlement and without it  
8 Defendant would not have agreed to the consideration provided; and is narrowly drafted and  
9 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of  
10 claims that were or could have been alleged based on the facts, causes of action, and legal  
11 theories contained in the operative complaint in the Action.

12         66.     Exhibits Incorporated by Reference. The terms of this Settlement Agreement  
13 include the terms set forth in any attached Exhibits, which are incorporated by reference as  
14 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of  
15 the Settlement.

16         67.     Publicity Agreement. Plaintiff and Class Counsel agree not to disclose or  
17 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the  
18 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any  
19 person or entity, except potential class members and as shall be contractually required to  
20 effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff  
21 and Class Counsel agree not to issue press releases, communicate with, or respond to any  
22 media or publication entities, publish information in manner or form, whether printed or  
23 electronic, on any medium or otherwise communicate, whether by print, video, recording or  
24 any other medium, with any person or entity concerning the Settlement, including the fact of  
25 the Settlement, its terms or contents and the negotiations underlying the Settlement, except as  
26 shall be contractually required to effectuate the terms of the Settlement.

27         68.     No Unalleged Claims. Except for those claims brought forth under *Mary Jean*  
28 *Smith, et al. v. NOIA Residential Services, Inc., et al.*, Fresno County Superior Court, Case No.

1 20CECG01820 to the extent they are not covered under the Released Claims, Plaintiff and  
2 Class Counsel represent that they are not currently aware of any: (a) unalleged claims in  
3 addition to, or different from, those which are finally and forever settled and released against  
4 the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which  
5 any claims or causes of action could be brought against Defendant, except such facts and  
6 theories specifically alleged in the operative complaints in this Action. Plaintiff and Plaintiff's  
7 Counsel will further represent that, other than the instant Action, they have no current intention  
8 of asserting any other claims against Defendant in any judicial or administrative forum.  
9 Plaintiff and Plaintiff's Counsel will further represent that they do not currently know of or  
10 represent any persons who have expressed any interest in pursuing litigation or seeking any  
11 recovery against Defendant. The Parties acknowledge, understand and agree that the  
12 representations described in this paragraph are essential to the Settlement Agreement and that  
13 this Settlement Agreement would not have been entered into were it not for this representation.

14 69. Entire Agreement. This Settlement Agreement and any attached Exhibits  
15 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous  
16 written or oral agreements may be deemed binding on the Parties.

17 70. Amendment or Modification. This Settlement Agreement may be amended or  
18 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
19 interest.

20 71. Binding on Successors and Assigns. This Settlement Agreement will be binding  
21 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
22 defined.

23 72. California Law Governs. All terms of this Settlement Agreement and Exhibits  
24 hereto will be governed by and interpreted according to the laws of the State of California.

25 73. Headings. The headings contained in this Settlement Agreement are for  
26 convenience and reference purposes only and will not be given weight in its construction.

27 74. Execution and Counterparts. This Settlement Agreement is subject only to the  
28 execution of all Parties. However, the Settlement may be executed in one or more counterparts.

1 All executed counterparts and each of them, including facsimile and scanned copies of the  
2 signature page, will be deemed to be one and the same instrument provided that counsel for the  
3 Parties will exchange among themselves original signed counterparts.

4 75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties  
5 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action  
6 and have arrived at this Settlement after arm's-length negotiations and in the context of  
7 adversarial litigation, taking into account all relevant factors, present and potential. The Parties  
8 further acknowledge that they are each represented by competent counsel and that they have  
9 had an opportunity to consult with their counsel regarding the fairness and reasonableness of  
10 this Settlement. In addition, the Mediator may execute a declaration supporting the Settlement  
11 and the reasonableness of the Settlement and the Court may, in its discretion, contact the  
12 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and  
13 reasonable.

14 76. Invalidity of Any Provision. Before declaring any provision of this Settlement  
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest  
16 extent possible consistent with applicable precedents so as to define all provisions of this  
17 Settlement Agreement valid and enforceable.

18 77. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate  
19 to class certification for purposes of this Settlement only; except, however, that Plaintiff or  
20 Class Counsel may appeal any reduction in Attorneys' Fees and Costs below the amount they  
21 request from the Court, and either party may appeal any court order that materially alters the  
22 Settlement Agreement's terms.

23 78. Non-Admission of Liability. The Parties enter into this Settlement to resolve the  
24 dispute that has arisen between them and to avoid the burden, expense, and risk of continued  
25 litigation. In entering into this Settlement, Defendant do not admit, and specifically deny, that  
26 they violated any federal, state, or local law; violated any regulations or guidelines promulgated  
27 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
28 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or

1 engaged in any other unlawful conduct with respect to its employees. Neither this Settlement,  
2 nor any of its terms or provisions, nor any of the negotiations connected with it, will be  
3 construed as an admission or concession by Defendant of any such violations or failures to  
4 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of  
5 this Settlement, this Settlement and its terms and provisions will not be offered or received as  
6 evidence in any action or proceeding to establish any liability or admission on the part of  
7 Defendant or to establish the existence of any condition constituting a violation of, or a non-  
8 compliance with, federal, state, local or other applicable law.

9       The Parties understand and acknowledge that this Settlement Agreement constitutes a  
10 compromise and settlement of disputed claims. No action taken by the Parties whether  
11 previously or in connection with the negotiations or proceedings connected with the Settlement  
12 or this Agreement shall be deemed or construed to be an admission of the truth or falsity of any  
13 allegations, claims, or defenses heretofore made, or an acknowledgment or admission by any  
14 party of any fact, fault, liability, or wrongdoing of any kind whatsoever.

15       Neither the Settlement, nor any act performed or document executed pursuant to or in  
16 furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission  
17 of, or evidence of, the validity of any claim made by the Plaintiff or Class Members, or of any  
18 wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be  
19 used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in  
20 the Action or in any proceeding in any court, administrative agency or other tribunal; or  
21 construed as an admission by Plaintiff regarding the validity of any allegation or claim asserted  
22 in this Action or that Plaintiff has waived any allegation or claim asserted in the Action.

23       79.     Waiver. No waiver of any condition or covenant contained in this Settlement or  
24 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
25 constitute a further waiver by such party of the same or any other condition, covenant, right or  
26 remedy.

27       80.     Enforcement Action. In the event that one or more of the Parties institutes any  
28 legal action or other proceeding against any other Party or Parties to enforce the provisions of

1 this Settlement or to declare rights and/or obligations under this Settlement, the successful  
2 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable  
3 attorneys' fees and costs, including expert witness fees incurred in connection with any  
4 enforcement actions.

5 81. Mutual Preparation. The Parties have had a full opportunity to negotiate the  
6 terms and conditions of this Settlement. Accordingly, this Settlement will not be construed  
7 more strictly against one party than another merely by virtue of the fact that it may have been  
8 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length  
9 negotiations between the Parties, all Parties have contributed to the preparation of this  
10 Settlement.

11 82. Representation By Counsel. The Parties acknowledge that they have been  
12 represented by counsel throughout all negotiations that preceded the execution of this  
13 Settlement, and that this Settlement has been executed with the consent and advice of counsel.  
14 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the  
15 Settlement Agreement.

16 83. All Terms Subject to Final Court Approval. All amounts and procedures  
17 described in this Settlement Agreement herein will be subject to final Court approval.

18 84. Cooperation and Execution of Necessary Documents. All Parties will cooperate  
19 in good faith and execute all documents to the extent reasonably necessary to effectuate the  
20 terms of this Settlement Agreement.

21 85. Binding Agreement. The Parties warrant that they understand and have full  
22 authority to enter into this Settlement, and further intend that this Settlement will be fully  
23 enforceable and binding on all parties, and agree that it will be admissible and subject to  
24 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality  
25 provisions that otherwise might apply under federal or state law.

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**SO AGREED AND STIPULATED.**

DATED: May 31, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

By \_\_\_\_\_  
David Yeremian  
Natalie Haritounian  
Attorneys for Plaintiff MARY JEAN SMITH  
and all others similarly situated

DATED: May \_\_\_\_, 2022

LAW OFFICES OF AMY R. LOVEGREN-  
TIPTON, APLC

By \_\_\_\_\_  
Amy R. Lovegren-Tipton  
Attorneys for Defendant NOIA  
RESIDENTIAL SERVICES, INC.

27  
DATED: May \_\_\_\_, 2022

**DocuSigned by:**

By \_\_\_\_\_  
DAFDEF4761CD4BB...  
Plaintiff Mary Jean Smith

DATED: May \_\_\_\_, 2022

NOIA RESIDENTIAL SERVICES, INC.

By \_\_\_\_\_  
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DATED: May \_\_, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

By \_\_\_\_\_  
David Yeremian  
Natalie Haritounian  
Attorneys for Plaintiff MARY JEAN SMITH  
and all others similarly situated

DATED: May 31, 2022

LAW OFFICES OF AMY R. LOVEGREN-  
TIPTON, APLC

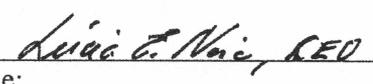
By  \_\_\_\_\_  
Amy R. Lovegren-Tipton  
Attorneys for Defendant NOIA  
RESIDENTIAL SERVICES, INC.

DATED: May \_\_, 2022

By \_\_\_\_\_  
Plaintiff Mary Jean Smith

DATED: May 31, 2022

NOIA RESIDENTIAL SERVICES, INC.

By  \_\_\_\_\_  
Name:  
Title: NRS CEO

# EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND  
HEARING DATE FOR COURT APPROVAL**

*Mary Jean Smith, et al. vs. NOIA Residential Services, Inc., et al., Case No. 20CECG01820*

**As a current or former non-exempt employee of NOIA Residential Services, Inc. who worked in California, you may be entitled to receive money from a class action settlement.**

Admin ID: <<Admin ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

Please provide current address (if different) here:

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*The Fresno County Superior Court has authorized this Class Notice.  
This is not a solicitation from a lawyer.*

**IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE OF NOIA RESIDENTIAL SERVICES, INC. WHO WORKED IN CALIFORNIA FROM JUNE 24, 2016 THROUGH OCTOBER 8, 2021, YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT**

- A proposed settlement of \$750,000.00 (the “Gross Settlement Amount”) will be used to pay claims to: current and former non-exempt employees of NOIA Residential Services, Inc., who worked in California from June 24, 2016 through October 8, 2021 (such periods of time, the “Class Period” and such employees, the “Class Members”).
- The settlement resolves a lawsuit entitled *Mary Jean Smith, et al. vs. NOIA Residential Services, Inc., et al.*, Case No. 20CECG01820 (the “Lawsuit”) over whether NOIA Residential Services, Inc. properly paid employees for all hours worked, provided employees meal and rest periods, and other legal consequences that would follow from not doing so, provided accurate wage statements, paid all wages upon termination, reimbursed employees for necessary business expenses, timely paid all wages, and kept required payroll records. This settlement avoids the costs and risks from continuing the Lawsuit, pays money to persons like you, and releases NOIA Residential Services, Inc.
- The Court has not made a determination of the validity of the claims in the Lawsuit. NOIA Residential Services, Inc. denies any and all liability arising from any of the claims and contends that at all relevant times it properly compensated all employees and fully complied with all applicable laws.
- Class Members will receive a payment based on the number of workweeks worked, rounded up to the nearest full workweek, during the Class Period.
- **PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

You worked a total number of <<Work Weeks>> during the Class Period.

Based on your workweeks it is expected that your gross settlement payment before payroll taxes is approximately <<EstISP>>

Each settlement payment will be allocated as follows for tax purposes: twenty percent as wages, to be reported on an IRS W-2, and which will be reduced for the Class Member's share of taxes and withholdings; and eighty percent as interest, penalties, and liquidated damages, which portion shall be reported on an IRS Form 1099, and which will not be subject to reduction for taxes and withholdings.

#### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you do not do anything, you will receive a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit. If the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you. You will have 180 days to cash the check. If you do not cash the check, the money will revert to the California Rural Legal Aid, but you will still be deemed to have released your claims.
OPT OUT	If you opt out, you will not receive any payment and will retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit. You may opt out by following the procedures set forth below.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, CPT Group, Inc., about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court. You may object by following the procedures set forth below.
OBJECT TO THE WORKWEEK CALCULATION	If you believe that you worked a different amount of workweeks than identified above, you may object to that calculation by following the procedures set forth below.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. Regardless of whether you timely file and serve a written objection, you may ask to speak about your objection at the hearing. You can also send a letter to the Settlement Administrator, CPT Group, Inc., providing notice of your intention to appear and speak at the hearing.

#### IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

##### 1. Why did I get this Class Notice?

You were sent this Class Notice because you have a right to know about the proposed settlement in the Lawsuit and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Lawsuit, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the Fresno County Superior Court. The person who sued is called "Plaintiff" and the organization she sued is called "Defendant."

##### 2. What is the Lawsuit about?

The Representative Plaintiff, Mary Jean Smith, sued NOIA Residential Services, Inc., regarding allegations that they violated of the California Labor Code, the California Business and Professions Code, including causes of action for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Reimburse Business Expenses Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 203; (9) Violation of Labor Code § 204; (10) Violation of Business & Professions Code § 17200, *et seq.*; and (11) Penalties Pursuant to Labor Code § 2698, *et seq.*

### 3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Representative Plaintiff won at trial. There has been no trial in this case and the Court has not decided in favor of the Representative Plaintiff or NOIA Residential Services, Inc. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Representative Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

### 4. What should I do?

You can do nothing, and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

### 5. How much will my payment be?

After all fees, costs, and offsets are taken as set forth under Section IV of the parties' Joint Stipulation of Class Settlement (which is available for review), the remainder will be used to pay Class Members a pro-rata payment based on the number of workweeks each Class Member worked during the Class Period.

Under the proposed Settlement, NOIA Residential Services, Inc will pay \$750,000 to fully and finally resolve all claims in the Action (the "Gross Settlement Amount"). The amount to be distributed to Class Members who do not exclude themselves from the settlement (the "Net Settlement Amount") will be the Gross Settlement Amount, minus the following amounts: (a) Settlement Administration Costs, which shall not exceed \$6,000.00; (b) enhancement payments to the Plaintiff not to exceed \$7,500 for her work and efforts in prosecuting this case; (c) Class Counsel's attorney's fees not to exceed one-third of the Gross Settlement Amount, or \$250,000; (d) reimbursement of Class Counsel's actual litigation costs and expenses in an amount not to exceed \$17,000; and (e) payment of \$25,000 to the Labor and Workforce Development Agency for its share of the penalties under the PAGA ("LWDA Payment"). The attorneys' fees, litigation costs and expenses, enhancement payment, Settlement Administration Costs, and LWDA Payment are all subject to Court approval. The Net Settlement Amount will be used to pay Class Members a pro-rata payment based on the number of workweeks each Class Member worked during the Class Period.

If you do not dispute your workweek calculation, and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, you do not need to take any action to receive a settlement payment.**

### 6. When would I get my payment?

The Court will hold a hearing on [ENTER DATE AND TIME] to decide whether to approve the proposed settlement. If the Court approves the settlement and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-XXX-XXX-XXXX, or contact Class Counsel (see below for Class Counsel's contact information.). *Please be patient.*

#### 7. What am I releasing?

Upon the Court's final approval of the settlement, and except as to such rights or claims as may be created by the settlement, Plaintiffs and Class Members who have not effectively opted-out of the settlement as described below, fully release NOIA Residential Services, Inc, and its past, present and/or future, direct and/or indirect, officers, directors, shareholder, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, and their respective successors; and predecessors in interest, assigns, subsidiaries, affiliates, and parents if any, without limitation ("Released Parties") of all causes of action and factual or legal theories that were alleged in the operative complaints or that could have been alleged against Defendant based on the facts contained in the operative complaints, including, but not limited to, all of the following claims for relief: (a) failure to pay minimum, regular, or hourly wages, (b) failure to pay overtime wages or accurate overtime wages, (c) failure to provide meal breaks and failure to pay premium pay for missed meal breaks, (d) failure to provide rest breaks and failure to pay premium pay for missed rest breaks, (e) failure to provide complete, accurate or properly formatted wage statements, (f) failure to timely pay wages during employment or upon separation, (g) failure to maintain accurate records, (h) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (i) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The time period covered by this release is June 24, 2016 through October 8, 2021.

#### 8. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. You will have 45 days from the date of mailing of this Class Notice to opt out of this settlement. To do so, you must fill out the Request for Exclusion Form with your name, address, and signature. You must sign and return the Request for Exclusion Form and it must be mailed to the Settlement Administrator, *Smith v. NOIA Residential Services, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606, 1-XXX-XXX-XXXX, and be postmarked no later than [ENTER DATE], or it will not be considered and you will be bound by the settlement.

#### 9. Do I have a lawyer in this case?

The Court has appointed David Yeremian of DAVID YEREMIAN & ASSOCIATES, INC., 535 N. Brand Blvd., Suite 705, Glendale, California 91203, telephone 818.230.8380 and Emil Davtyan of DAVTYAN LAW FIRM, INC., 880 E. Broadway, Glendale, California 91205, telephone 818.875.2008 to represent you and other Class Members in the Lawsuit. These lawyers are called Class Counsel. They will be compensated from the Total Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### 10. How will the lawyers be paid?

Class Counsel will ask the Court to award them fees up to one-third of the Gross Settlement Amount. Class Counsel will also ask the Court to award them costs incurred in connection with the Lawsuit. The Court may choose to award less than the amount requested by Class Counsel.

#### 11. How do I tell the Court that I do not like the settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You will have 45 days from the date of mailing of this Class Notice to object to this settlement in writing. To do so, you must fill out the Objection Form with your name, address, and signature. You must also state your reasons for objecting to the settlement. You must sign and return the Objection Form and it must be mailed out to the Settlement Administrator, *Smith v. NOIA Residential Services, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606, 1-XXX-XXX-XXXX, and be filed or postmarked on or before [ENTER DATE]. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

#### 12. How do I dispute my workweek calculation?

To the extent you would like to dispute your employment dates or the number of workweeks with which you have been credited, you must mail the Dispute Form to the Settlement Administrator, *Smith v. NOIA Residential Services, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606, 1-XXX-XXX-XXXX, and postmarked on or before [ENTER DATE]. You may produce evidence to the Settlement Administrator showing that such information is inaccurate. NOIA Residential Services, Inc. may respond with any additional information or records. The Settlement Administrator may rely on NOIA Residential Services, Inc.'s records without further foundation to perform its calculations but must give fair weight to records provided by you. The Settlement Administrator will make a recommendation and you may either accept it or reject it.

#### 13. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing on [ENTER DATE AND TIME] at the Fresno County Superior Court, Department 402, 1130 O Street Fresno, California 93721. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

#### 14. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

#### 15. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear" in the settlement. Be sure to include your name, address, and telephone number. Your Notice of Intention to Appear must be postmarked no later than [ENTER DATE], and be sent to the Settlement Administrator, CPT Group, Inc., at the address listed above.

#### 16. What happens if I do nothing at all?

You will participate in the settlement and receive payment. You will be bound by the release as set forth herein.

## GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call 1-XXX-XXX-XXXX or write the Settlement Administrator, CPT Group, Inc., located at 50 Corporate Park, Irvine, California 92606.

You can also access the Fresno Superior Court Case Information Portal at <https://publicportal.fresno.courts.ca.gov/FRESNOPORTAL/Home/Dashboard/29>, or by visiting the Clerk's Office at the Fresno County Superior Court, located at 1130 O Street Fresno, California 93721, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

The Settlement Administrator has also setup a website which has links to this Class Notice and other documents related to the proposed settlement, including the Joint Stipulation of Class Settlement. The website is: **[ENTER WEBSITE URL]**.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# EXHIBIT B

**OBJECTION FORM**

*SMITH vs. NOIA RESIDENTIAL SERVICES, INC.*  
**Fresno County Superior Court, Case No. 20CECG01820**

**TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, 2022, TO CPT GROUP, INC. AT 50 CORPORATE PARK, IRVINE, CALIFORNIA 92606.**

**IDENTIFYING INFORMATION**

Please verify and/or complete any missing identifying information:

[NAME]                      Former Names (if any):

[ADDRESS LINE 1] \_\_\_\_\_

[ADDRESS LINE 2] \_\_\_\_\_

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED SETTLEMENT.**

**I object to the settlement for the following reasons:**

**(Attach additional pages if necessary.)**

Signed on \_\_\_\_\_, 2022

Signature: \_\_\_\_\_

# EXHIBIT C

**REQUEST FOR EXCLUSION FORM**

***SMITH vs. NOIA RESIDENTIAL SERVICES, INC.***  
**Fresno County Superior Court, Case No. 20CECG01820**

**TO EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU MUST SIGN AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE**, 2022, TO CPT GROUP, INC. AT 50 CORPORATE PARK, IRVINE, CALIFORNIA 92606.**

**IDENTIFYING INFORMATION**

Please verify and/or complete any missing identifying information:

[NAME]                      Former Names (if any):  
[ADDRESS LINE 1] \_\_\_\_\_  
[ADDRESS LINE 2] \_\_\_\_\_  
[TELEPHONE NUMBER] \_\_\_\_\_

**THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT, DO NOT SUBMIT THIS FORM.**

**[ ] By checking the box to the left, and signing and completing the below, I agree to the following: I do not want to participate in the settlement in *Smith vs. NOIA Residential Services, Inc.*, Fresno County Superior Court, Case No. 20CECG01820. I understand by not participating and excluding myself from the settlement, that I will not receive any money from the settlement.**

Executed on \_\_\_\_\_, 2022

Signature: \_\_\_\_\_

# EXHIBIT D

**DISPUTE FORM**

**SMITH vs. NOIA RESIDENTIAL SERVICES, INC.  
Fresno County Superior Court, Case No. 20CECG01820**

**IDENTIFYING INFORMATION**

Please verify and/or complete any missing identifying information:

[NAME]                      Former Names (if any):  
[ADDRESS LINE 1] \_\_\_\_\_  
[ADDRESS LINE 2]

Your estimated settlement amount (shown below) is based on your pay periods worked during the Class Period. Your estimated settlement amount is a proportion of the total number of pay periods worked by all Class Members.

**Class Period:**                      **Covered Period Start Date – Covered Period End Date**  
**Pay Periods**                      **«Pay Periods»**  
**Estimated Settlement Amount:**    **«Estimated Amount»**

Your actual settlement amount may be higher or lower based on the number of Class Members who opt-out, the Court’s rulings related to fees, costs, incentive payments, and other factors. Unless you believe that any information above is inaccurate, you do not need to do anything to receive your settlement amount.

**DO NOT fill out the portion below or return this form UNLESS you believe any of the information above is NOT accurate or your address is incorrect.** If you would like to dispute the above information, please sign and date the below, and mail it to the Settlement Administrator along with supporting evidence or information on or before **Response Date**.

**OPTION TO DISPUTE**

I wish to dispute the number of pay periods in the Class Period. I believe that I worked \_\_\_\_\_ pay periods for NOIA Residential Services, Inc. (or its predecessors) during the Class Period. I have enclosed documentation substantiating my dispute. I understand that by submitting this dispute, the Settlement Administrator will review the Defendant’s records and make a determination based on those records and the records I submit.

Sign your name here

Date

Print your name here

Telephone Number

**YOU MUST MAIL THIS DISPUTE FORM BY \_\_\_\_\_, 2022 TO THE FOLLOWING ADDRESS OR FAX:**

c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.